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REMARKS

Claims 1-45 were originally presented in the subject application. Claims 1, 16, 31 and 46 have hereinabove been amended to expressly recite a definition previously implicitly present. Claims 1, 16 and 31 were amended in a Response dated December 30, 2003, to correct a typographical error. Claims 1, 2, 16, 31 and 32 were amended in a Response dated June 23, 2004. Claims 46-60 were added in a Response dated November 5, 2004. No claims have herein been added or canceled. Therefore, claims 1-60 remain in this case.

The addition of new matter has been scrupulously avoided. In that regard, support for the common amendment to the claims can be found in the specification at, for example, page 2, line 14.

Applicants respectfully request reconsideration and withdrawal of the grounds of rejection and objection.

35 U.S.C. §103(a) Rejection

The Office Action rejected claims 1, 14-16, 29-31, 44-46, 59 and 60 under 35 U.S.C. §103(a), as allegedly obvious over Ross (U.S. Patent Application Publication No. 20020016726) in view of Walker et al. (U.S. Patent No. 6,249,772). Applicants respectfully, but most strenuously, traverse this rejection.

Amended claim 1 recites, for example, obtaining an entitled price and an estimated date of delivery, within the private electronic environment while the purchaser waits. The entitled price comprises a price the purchaser is entitled to based on an entitlement. Although the definition of "entitled price" was always present by virtue of use of the term in claim 1, it has heretofore not been appreciated in the various Office Actions. Thus, Applicants have expressly included it within the text of the claims. However, since the term was defined and thereby implicitly present, Applicants being their own lexicographers, the amendment is not viewed as further limiting the claims.

Against the obtaining aspect of claim 1, the Office Action cites to Walker et al., noting that "Ross does not expressly disclose obtaining an entitled price and an estimated date of

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delivery, within the private electronic environment while the purchaser waits or returning an electronic order confirmation comprising the entitled price.” See the Office Action at pages 2-3.

In Walker et al., a customer is provided a price over the Internet that is set by the manufacturer. The customer is allowed to choose a retailer local to the customer for pickup of the goods. The price set by the manufacturer may be different from that offered by the retailer. If the price is lower, an agreement between the manufacturer and retailer provides for payment from the manufacturer to the retailer to ensure the retailer gets the profit it would have received had the retailer sold the goods.

As an initial matter, Applicants submit that Walker et al. does not teach the claimed entitled price. Consistent with the definition for “entitled price” given in the present application, Webster’s Ninth New Collegiate Dictionary defines “entitlement,” in relevant part, as “a right to benefits specified esp. by law or contract.” Thus, in the present invention, the buyer is a party to any contract with the seller, or else no entitlement on the part of the buyer would be created. The buyer in Walker et al. has no entitlement to any particular price. The manufacturer sets the price, and may have to pay the retailer if it chooses a price lower than that offered by the retailer, but that is pursuant to a contract between the manufacturer and the retailer, not the buyer. Thus, Applicants submit that Walker et al. does not teach or suggest the claimed entitled price, or the obtaining.

As noted in the present application, obtaining an entitled price is no small task, let alone doing so while the purchaser waits. For example, when a large corporation has a complicated pricing contract with a seller, determining the price can require checking the pricing terms, determining various variables and performing calculations based on those variables. Thus, the difference between a conventional seller-based price and an entitled price is not just semantics.

As another example, claim 1 recites automatically returning an electronic order confirmation from the private electronic environment to the public electronic environment for providing to the purchaser, wherein the electronic order confirmation comprises the entitled price and the estimated date of delivery.

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Since neither Ross nor Walker et al. teaches or suggests the claimed entitled price, Applicants submit neither reference alone, or their combination can teach or suggest doing anything with the entitled price.

Therefore, for at least the reasons noted above, Applicants submit that claim 1 cannot be rendered obvious over Ross in view of Walker et al.

Each of claims 16, 31 and 46 contains limitations similar to those argued above with respect to claim 1. Thus, the remarks above are also applicable thereto. Therefore, claims 16, 31 and 46 also cannot be obvious over Ross in view of Walker et al.

Objection to Claims

The Office Action objected to claims 2-13, 17-28, 32-43 and 47-58 as being dependent on rejected base claims. However, the Office Action also indicated that the noted claims would be allowable if rewritten in independent form, including all of the limitations of the relevant base claim and any intervening claims.

Applicants sincerely appreciate the indication of allowable subject matter. However, in light of the remarks made above, Applicants respectfully decline at this time to so amend the noted claims. Applicants reserve the right to do so, however, at a later date in prosecution, should the circumstances warrant.

CONCLUSION

Applicants submit that the dependent claims not specifically addressed herein are allowable for the same reasons as the independent claims from which they directly or ultimately depend, as well as for their additional limitations.

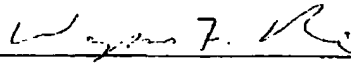
For all the above reasons, Applicants maintain that the claims of the subject application define patentable subject matter and earnestly request allowance of claims 1-60.

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If a telephone conference would be of assistance in advancing prosecution of the subject application, Applicants' undersigned attorney invites the Examiner to telephone him at the number provided.

Respectfully submitted,


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